



**BUILDING CODE COMPLIANCE OFFICE**  
METRO-DADE FLAGLER BUILDING  
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**CONTRACTOR LICENSING SECTION**  
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**CONTRACTOR ENFORCEMENT SECTION**  
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**PRODUCT CONTROL DIVISION**  
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**DISTRIBUTOR AGREEMENT**  
**(for use with Notice of Acceptance (NOA) Application)**

This agreement is made by and between the Building Code Compliance Office of Miami Dade County, (herein called BCCO), and \_\_\_\_\_, (herein called the NOA applicant) and \_\_\_\_\_ (herein called the distributor), for product \_\_\_\_\_ submitted by NOA applicant (herein called the product).

**Conditions of the Agreement**

1 The NOA applicant agrees to allow the distributor to distribute the product, either under the NOA applicant’s name or the distributor’s name, as indicated herein.

NOA Applicant		Product Description	Distributor	
Product Trade Name	Product Identification Mark		Product Trade Name	Product Identification Mark

- 2 The distributor shall assume full responsibility for the use, installation, design, material, workmanship and operation of the product or the quality of the service rendered, as well as any conditions set within the NOA.
- 3 The NOA applicant shall provide the distributor with adequate instructions for the proper installation, and operation of the product.
- 4 The distributor shall: (1) provide the user with adequate instructions for the proper installation, and operation of the product(s); (2) provide adequate facilities for repair of the product(s) and supply replacement parts; (3) provide services to ensure proper installation, inspection or maintenance for products of such nature that it would not be reasonable to expect the average user to be able to provide such installation, inspection or maintenance.
- 5 Neither the NOA applicant nor the distributor labeler shall make changes of any nature to the product.
- 6 The NOA applicant, upon execution of this agreement and upon payment of the required distributor agreement fee, shall apply to obtain from BCCO an NOA for the product or revise an existing NOA to include the name of the distributor.
- 7 The distributor shall not remove, conceal or in any way alter the Miami-Dade mark or name on the product and shall not place or display the Miami-Dade mark or name upon any other products unless such other products are covered by separate agreement with Miami-Dade.
- 8 The NOA does not imply or express any warranty of any kind with respect to the product identified herein, and Miami-Dade assumes no responsibility for defects, failure in service or patent infringement.

### DISTRIBUTOR AGREEMENT (Cont'd)

- 9 The NOA applicant or distributor may at any time withdrawal from the terms of this agreement by so notifying Miami-Dade and, as applicable, the NOA applicant or distributor, in writing. BCCO reserves the right to notify the public in general and/or any appropriate party if, in its sole judgment, the product is found to present an unusual danger or hazard.
- 10 Changes to the FBC may cause the cancellation of this agreement and /or removal of the NOA.
- 11 This agreement is not transferable to another party.
- 12 Failure to comply with any and all of the terms and conditions of this agreement or unsatisfactory performance of product or unsatisfactory results in meeting requirements of re-examination or unsatisfactory quality control of use of product, may result in the removal of the distributor agreement and/or NOA holder's NOA.

<b><u>NOA APPLICANT:</u></b>	<b><u>DISTRIBUTOR:</u></b>
<hr/>	<hr/>
<i>Name</i>	<i>Name</i>
<hr/>	<hr/>
<i>Title</i> <i>(must be an officer of the corporation)</i>	<i>Title</i> <i>(must be an officer of the corporation)</i>
<hr/>	<hr/>
<i>Address</i>	<i>Address</i>
<hr/>	<hr/>
<i>Signature</i>	<i>Signature</i>
Before me this day personally appeared _____ who, being first duly sworn, deposes and says that all information submitted herein is true and correct.	Before me this day personally appeared _____ who, being first duly sworn, deposes and says that all information submitted herein is true and correct.
My Commission Expires: _____	My Commission Expires: _____
<hr/>	<hr/>
Notary Public (seal)	Notary Public (seal)

Issuance of NOA under the NOA applicant's name, listing the distributor, constitutes an acceptance of this agreement by BCCO.